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BILL NO. S-78-09-

SPECIAL ORDINANCE NO. S- 178

AN ORDINANCE approving a contract for Improvement Resolution No. 5811-1978, between the City of Fort Wayne, Indiana and Rieth-Riley Construction Company, Inc. for sidewalk construction.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated September 11, 1978, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Rieth-Riley Construction Company, Inc., for:

> construction of a sidewalk on the south side of Wallace Street from Lafayette Street east 202 feet; and on the east side of Lafayette Street from Wallace Street south 164 feet,

under Board of Public Works Improvement Resolution No. 5811-1978, at a total cost of \$8,479,20, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.

APPROVED AS TO FORM AND LEGALITY

Read the fi	rst time in full and	on motion by		, sec	onded by
Luga	, and duly	adopted, read	the second time l	by title and re	eferred to the
Committee on			(and the Cit		
recommendation)	and Public Hearing				
City-County Build	ling, Fort Wayne,	Indiana, on		the	day
of	, 19=	_, at	_o'elock	M.,E.S.T.	
DATE:	-26-78		Alle CITY CLE	Letw-h	lesterne
Read the th	ird time in full and	l on motion by		ucks	es)
seconded by	Linga		duly adopted, pl		
PASSED (LOST)	by the following v				
ere cells	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
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HINGA	X				
HUNTER	X	,			
MOSES					
NUCKOLS					-
SCHMIDT, D.	<u>x</u>				
SCHMIDT, V.					
STIER		-			
TALARICO	<u>X</u>				
DATE:	0-10-78		<u>llull</u>	W. Well	sterme
Passed and	adopted by the Cor	mmon Council	of the City of For	t Wayne, Indi	iana, as
(ZONING MAP) (C	GENERAL) (ANNE	XATION) (SP	ECIAL) (APPROI	PRIATION) OF	RDINANCE
(RESOLUTION) N	o. <u>S-178-7</u> 8	on the	10 th da	y of	Erber, 138.
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CITY CLERI	K MUNCES	<u>u</u> au	PRESIDIN	G OFFICER	- acy
	y me to the Mayor				
	, , , , , ,		Shu CITY CLE	hw.li	letower
Approved a	nd signed by me th	is <i>174</i>			toler , 1978
at the hour of	4		PMZ		7 1
			Kikus		strong
			MAYOR		P

Bill No.	S-78-09-41				
		REPORT OF THE COMM	ITTEE ON PU	BLIC WORKS	_
We, your	Committee on		to whom wa	as referred an Or	
	between the Ci	ty of Fort Wayne	, Indiana	and Rieth-Rile	y Construction
	Company, Inc.	for sidewalk con	struction		
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K.					
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	said Ordinance unde			o report back to	the Common
JOH	NUCKOLS - CHAIRMAN		this	of whe his	SC-
PAUL	M. BURNS - VICE CH	MAIRMAN S	Jant	mon	sus -
WIN	FIELD C. MOSES, JR.				
DONA	ALD J. SCHMIDT		00) Sulmiel	
JAME	ES S. STIER		<u> </u>	our Ster	
		10-10-78 CONC	URRED IN / W. WESTERMAN,	CITY CLEKK	

66-155-8 9/11/78

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING
RATTFICATION

CONTRACT

	and entered into this // day of	mbe, 1978
by and between		
R	RIETH-RILEY CONSTRUCTION CO., INC	
after called "City," under and by entitled "An Act Concerning M	and the City of Fort Wayne, Indiana, a municipal cory virtue of an act of the General Assembly of the Stunicipal Corporations," approved March 6, 1905, and WITNESSETH: That the Contractor covenants as	ate of Indiana, all amendatory
prove_Resolution No. 5811-	1978: To construct sidewalk on the south	side of
Wallace Street from Lafay	rette Street east 202 feet; and on the east	side of
Lafayette Street from Wal	lace Street south 164 feet.	
to median and paving the roads	way to a width of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	xxxxxxxxxxxxxxx
,		
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
	bing as fully set out in the specifications hereinafter and to the entire satisfaction of said City, in accordance	
	attached hereto and by reference made a	
24 /	xand stxthexiollowing price per linear foot	
At the following prices:		
Concrete Removal (Walk & Drives)	Three dollars and fifty cents per square yard	3.50
Curbface Walk, 5"	One dollar and eighty cents per square foot	1.80
Wingwalk (including ramps) 6"	Three dollars and twenty-five cents per square foot	3-25
Subbase (B-Borrow)	Five dollars and no cents per ton	5.00
Concrete Base, 8"	Fifty dollars and no cents per square yard	50.00
TOTAL	Eight thousand four hundred . seventy-nine dollars and twenty cents	8,479.20

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14,1929 in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5611-76 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before Sept. 22, $\frac{19.78}{19.78}$ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entiling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHER	EOF, we the foregoing	ng named parties her	eunto set our hands th	is
day of	, 19		,	1110
ATTEST:		RIETH-RILEY CO	NSTRUCTION CO., IN	C.
Momas of Shew	000	BY: Ross	g. Cole	
Screens Secretary		IIS: area	Supt - "	
77.55		Contra	actor, Party of the Firs	t Part.
City of Fort Wayne,	By and Through:		* 8 1	
		ATTEST:		
,		6		
		Secretary a	nd Clerk	
,				
Its Board of Public	Works and Mayor.			

APPROVED AS TO FORM AND LEGALITY

GUARANTY BOND

	STRUCTION CO., INCContrac	ctor
principal, and		
3-24	TITLABICE COMPANY	
THE TACTIC INS	SURANCE COMPANYas st	rety
e held and firmly bound to the City of Fort	Wayne, Indiana, in the sum of EIGHT THOUSANI)
	ND TWENTY CENTS	
	(\$ 8,479.	20
xecutors, administrators and assigns firmly b	e made we jointly and severally bind ourselves, our h	
The conditions of the above obligation as	re, that whereas the said	
RIETH-RI	LLEY CONSTRUCTION CO., INC	
	1. W. W.	eo.
d on the	day of	
, enter into	a contract with the City of Fort Wayne to constru	ich s
	1 1 1 m	
Resolution No. 5811-1978:	To the state of th	пеш
Resolution No. 3011-1970:	Street From To construct sidewalk on the	sou
ide of Wallace Street from Lafayett	e Street east 202 feet; and on the east s	ide
afayette Street from Wallace Street	south 164 feet	
	/	
	according to certain plans and specifications,	and
f	or a period of three years	
		: 4 - 3
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so warranting and guaranteeing the work/m a aforesaid contract and specifications. Now	naterial and condition of the pavement thereof as prov	
lso warranting and guaranteeing the work/m a aforesaid contract and specifications. Now	naterial and condition of the pavement thereof as prov	
so warranting and guaranteeing the work/m n aforesaid contract and specifications. Now IETH-RILEY CONSTRUCTION CO., INC	rif the saidshall faithfully perform and fulfill all the req	
so warranting and guaranteeing the work/m aforesaid contract and specifications. Now IETH-RILEY CONSTRUCTION CO., INC tents of said warranty and guaranty, and ma	naterial and condition of the pavement thereof as prov	
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UNITED PACIFIC INSURANCE CO.
By Legnard Chauman

Leonard C. Baumann Attorney-in-fact

LIABILITY BOND

	Y CONSTRUCTION CO., INC
principal, and	
UNITED PACIF	IC INSURANCE COMPANY
	- Chie
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surety are held and firmly bound to the City of	of Fort Wayne, Indiana, in the sum of EIGHT
onicely, and note and many bound to the only o	The staying management of the same of the
THOUSAND FOUR HUNDRED SEVENTY-NINE D	
the payment of which well and truly to be necutors, administrators and assigns firmly by	nade we jointly and severally bind ourselves, our heirs
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	(\$ 8,479.20
e conditions of the above obligation are such	h, t hat if the above named party of the first part shall
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thfully comply with the foregoing contract	made and entered into the
y of, with the Cit	ty of Fort Wayne, Indiana, and shall faithfully fulfil
the conditions and stipulations therein conta	tine d, except the warranty and guaranty of the pave-
nt as to the workmanship, material and condit	tions for the period of three (3) years, according to the
e intent and meaning thereof in all respects,	then this obligation to be void, otherwise to be and re-
n of said work, such extension shall not in any	ven't the said City shall extend the time for the comple-
n of said work, such extension shall not in any	vent the said Čity shall extend the time for the comple- y way release the sureties on this bond.
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n of said work, such extension shall not in any WITNESS our hands and seals this TTEST: Monnes J Shuwtool Googge Secretary 455' 7-	day of RIETH-RILEY CONSTRUCTION CO., INC (SEAL) BY: Lass J. Cole (SEAL) ITS: Area Supst. (SEAL) (SEAL)
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Leonard C. Baumann Attorney-in-fact

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates;
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

SIDEWALK IMPROVEMENT RESOLUTION

No. 5811-1978

RESOLVED BY THE BO				
at it is deemed necessary to c	onstruct sidewalk on th	ne south side of	Wallace Str	eet from
afayette Street east 202	feet; and on the eas	st side of Lafay	ette Street	from Wallace
treet south 164 feet.				
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l in accordance with the pro-			file in the offic	e of the Departm
ll in accordance with the pro Public Works of said City;			file in the offic	e of the Departm
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UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, TACOMA, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint Leonard C. Baumann of Goshen, Indiana

its true and lawful Attorney in fact, to make execute, seal and deliver for and on it undertakings of Suretyship,	ts behalf, and as its act and deed any and all bonds and
and the same of th	
9.	
and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully writings obligatory in the nature thereof were signed by an Executive Officer of the by one other of such officers, and hereby ratifies and confirms all that its said Atto	he UNITED PACIFIC INSURANCE COMPANY and sealed and attested
This Power of Attorney is granted under and by authority of Sect	tion 37A of the By-Laws of UNITED PACIFIC INSURANCE
COMPANY which provisions are now in full force and effect, reading as	
SECTION 37A - ATTOR	NEYS-IN-FACT
SECTION 1. The Board of Directors, the President, or any Vice-President or A Attorneys-in-fact and to authorize them to execute on behalf of the Company, be writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-in-	onds and undertakings, recognizances, contracts of indemnity and other
SECTION 2. Attorneys-in-fact shall have power and authority, subject to the ter and deliver on behalf of the Company, bonds and undertakings, recognizances, cor The corporate seal is not necessary for the validity of any bonds and undertakings the nature thereof.	ntracts of indemnity and other writings obligatory in the nature thereof,
This power of attorney is signed and sealed by facsimile under and by author UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 26th day has not been amended or repealed:	
"Resolved, that the signatures of such directors and officers and the statomey or any certificate relating thereto by facsimile, and any such signatures or facsimile seal shall be valid and binding upon the Comfacsimile signatures and facsimile seal shall be valid and binding upon	ch power of attorney or certificate bearing such facsimile pany and any such power so executed and certified by
undertaking to which it is attached."	Asst.
IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has co	aused these presents to be signed by its Vice-President, and its corporate
seal to be hereto affixed, this 1 th day of March 19 78 .	UNITED PACIFIC INSURANCE COMPANY
is they	
(a) And (a) An	11/ 5 (51,
STATE OF Pennsylvania	Asst. Vice-President
COUNTY OF Philadelphia SS.	11000
On this 14th day of March 1978 personally appe	W. F. Brunner
Asst.	President of the UNITED PACIFIC INSURANCE COMPANY, and
acknowledged that he executed and attested the foregoing instrument and affixe and 2 of the By-Laws of said Company and the Resolution, set forth therein, are st	ed the seal of said corporation thereto, and that Section 37A, Section 1
My Commission Expires:	Margaret Januartage
April 7 19 80	
, 19	Notary Public in and for State of Pennsylvania
The second secon	Residing at Philadelphia
P. D. Crossette. Assistant Secretary of the UN above and foregoing is a true and correct copy of a Power of Attorney executed by force and effect.	IITED PACIFIC INSURANCE COMPANY, do hereby certify that the y said UNITED PACIFIC INSURANCE COMPANY, which is still in full
IN WITNESS WHEREOF, I have hereunto set my hand and at ixee the seal of said	Company this day of 19
	(B)
BDU-1431 ED.2-72	Assistant Secretary
000-1701 60:2-72	*

Æ:

WAGE SCALE

CODE: S-SKILLED SS-SEMI SKILLED US-UNSKILLED IF-INCUSTRIAL FUND PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be onid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUG. AND SEPT., 1978.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit.

to wit;	N.	CLASS	RATE PER HR	. B&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	-	S	12.60	55¢	1.25		T	3¢if
		s	12.55	80	1.00		3¢	
POILERMAKER				 			1	1
2R 1CKLAYER		S	11.14	45	50		1	4if
	DING) WAY)	S	10.57	60	68		8	2if
•	twa:)	S			!		T	1211
CEMENT MASON		1	9.70	75	1 80		1	-
ELECTRICIAN		S	12.00	50	3%+30		16	-
ELEVATOR CONSTRUCTO	OR .	s	10.91	745	56	88	6	
GLAZIER		S	10,20		25	40	4	25¢holida
IRON WORKER		s	11.80	90	1.30		2	2if
LABORER (BU)	LLDING)	S-SS US	7.70-8.60	70	50		9	
(HIC	HWAY)	S-US-GS	7,60-8,45	70	50		9	1
(SE	VER)	S-US-SS	7.60-8.40	70	50		8	
LATHER		S	10,60		60		1	2if
MILLWRIGHT & PILEDI	LIVER	S	10.90		6%		. 8	2if
OPERATING ENGINEER	(BUILDING)	S-SS US	7.90-11.00	40	55		8	
OPERALING ENGINEER	(HIGHWAY)	S-SS-US	8.16-10.87		65		8	<u> </u>
	(SEWER)	S-SS-US	8.16-10.87	55	65		5	
PAINTER		S	9.25-10.25	65	50		12	6misc.
PLASTFRER		S	9,74	60	80			
PLUMBER & STEAMFITT	TER	S	12.10	55	90		7	4if
MOSAIC & TERRAZZO (RINDER	s	8.75-10.80				-	
ROOFER		S	10.90		10			
SHEETKETAL WORKER		S	11.98	50	60		10	14if
Opposite Contract		5-55	T		1			
TEAMSTER	(BUILDING)	US S-S3-25	9.18-10.13					
If any CLASSIFICAT	(EIGHWAY)						CC II .	CHALLE

PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

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771. REPRESENTING STATE A.F.L. & C.1.5.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- `(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4203
FITLE OF ORDINANCE SPECIAL ORDINANCE - IMPROVEMENT RESOLUTION NO. 5811-78, SDWK LAFAYETTE/WALLACE SIS.
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS 4-78-09-41.
SYNOPSIS OF ORDINANCE CONTRACT FOR IMPROVEMENT RESOLUTION NO. 5811-78 - SIDEWALK ON SOUTH SIDE
OF WALLACE STREET FROM LAFAYETTE STREET EAST 202 FEET; AND ON THE EAST SIDE OF LAFAYETTE
STREET FROM WALLACE STREET SOUTH 164 FEET (SAFETY VILLAGE), RIETH-RILEY CONSTRUCTION CO., INC.
IN AMOUNT OF \$8479.20
(CONTRACT ATTACHED)
(OUTHERD ALLEMAND)
PRIOR APPROVAL ACQUIRED 9-6-78
FRUM AFTROVAL ACQUIRED 9-0-70
FFECT OF PASSAGECONSTRUCTION OF SIDEWALK AROUND SAFETY VILLAGE FOR CHILD SAFETY EDUCATION
EFFECT OF NON-PASSAGE INABILITY TO PROCEED
Money involved (direct costs, expenditures, savings) \$8479.20 FROM ACCOUNT #45-661-713
ASSIGNED TO COMMITTEE
EP .
a distribute